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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of

THORNSBERRY et al

Atty. Ref.: 2334-213

Serial No. 10/615,591

Group: 1771

Filed: July 9, 2003

Examiner:

For: THERMOSETTING PLASTIC FOAMS AND
METHODS OF PRODUCTION THEREOF
USING ADHESION ADDITIVES

* * * * *

January 5, 2004

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

PETITION UNDER RULE 47(A)

In accordance with the provisions of 37 CFR §1.47(a), 35 USC §116, second paragraph, and MPEP §409.03(a), it is respectfully requested that available joint inventors James THORNSBERRY and Robert H. BLANPIED be permitted to make application for United States letters patent on behalf of themselves and joint inventor Gregory ISLAS. The captioned application and a Declaration signed by available joint inventors James THORNSBERRY and Robert H. BLANPIED are submitted simultaneously with this Petition.

As evidenced by the attached Declaration of Chrissie Walker, joint inventor Gregory ISLAS has have refused to join in the captioned application. Attached to the Declaration of Chrissie Walker are documents attesting to the refusal.

Exhibit 10 to the attached Declaration of Chrissie Walker is an Intellectual Property and Non-Disclosure Agreement signed by Mr. Islas on May 1, 1998. Attention

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01 FC:1460 130.00 DA

is directed, e.g., to Section 4 (pages 2 – 3) of Exhibit 10 with respect to obligation to assign.

The last known addresses of the refusing joint inventor Gregory ISLAS, listed in the Declaration, is as follows:

Gregory Islas
2711 Elm Drive
Meridian, MS 39307

The fee of 37 CFR §1.17(i) is attached. The Commissioner is authorized to charge the undersigned's deposit account #14-1140 in whatever amount is necessary for entry of these papers and the continued pendency of the captioned application.

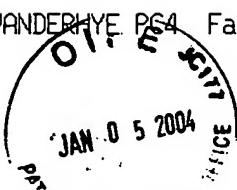
It is respectfully requested that the Petition be granted.

Respectfully submitted,

NIXON & VANDERHYE P.C.

By: H. Warren Burnam, Jr.
H. Warren Burnam, Jr.
Reg. No. 29,366

HWB:lsh
1100 North Glebe Road, 8th Floor
Arlington, VA 22201-4714
Telephone: (703) 816-4000
Facsimile: (703) 816-4100



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of

THORNSBERRY et al

Atty. Ref.: 2334-213

Serial No. 10/615,591

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Filed: July 9, 2003

Examiner:

For: THERMOSETTING PLASTIC FOAMS AND
METHODS OF PRODUCTION THEREOF
USING ADHESION ADDITIVES

* * * * *

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

**DECLARATION OF CRISSIE WALKER IN SUPPORT
OF PETITION UNDER RULE 47(A)**

I, Chrissie Walker, depose and declare as follows:

1. I am an American citizen.
2. I am an employee of Atlas Roofing Corporation, a corporation of the State of Mississippi, having an office and place of business at 2564 Valley Road, Meridian, Mississippi 39307. I am Administrative Assistant to Robert H. BLANPIED. Mr. Blanpied is Technical Director of Atlas Roofing Corporation and a joint inventor for the captioned application.
3. As indicated in Exhibit 1, on July 15, 2003 I sent a letter to Gregory ISLAS which forwarded the entire captioned patent application, as well as a Declaration and assignment document.
4. On July 31, 2003, I sent the reminder letter of Exhibit 2 to Gregory ISLAS.

THORNSBERRY et al
Serial No. 10/615,591

5. I received Exhibit 3, an August 5, 2003 letter from Gregory ISLAS which indicated that Gregory ISLAS had not received the documents and requesting that I resend the documents, and further suggesting that I send the documents via certified mail.

6. As evident from Exhibit 4, on August 7, 2003 I resent to Gregory ISLAS all the documents, including the entire captioned patent application, which we referenced in my July 15, 2003 letter (Exhibit 1). The letter of Exhibit 4 was sent to Gregory ISLAS by UPS shipment, as indicated by the UPS shipping document of Exhibit 5 and the UPS tracking summary of Exhibit 6.

7. On September 17, 2003, I sent Gregory ISLAS the reminder letter of Exhibit 7. Exhibit 8 is a USPS return receipt for the Exhibit 7 reminder letter, and bearing Mr. ISLAS' signature.

8. Exhibit 9 is a September 23, 2003 letter from Gregory ISLAS reporting that Mr. ISLAS decided "that it would not be in my best interest to sign over my rights to the patent and this time" and that Mr. ISLAS did "not see fit to sign the patent rights over".

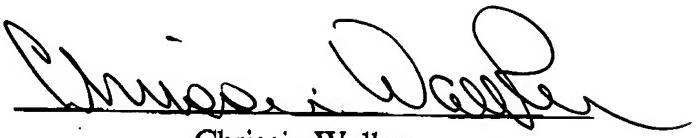
9. Exhibits 1 - 10 are true and accurate copies of the documents in the records of Atlas Roofing Corporation.

10. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

THORNSBERRY et al
Serial No. 10/615,591

Respectfully submitted,

By:



Chrissie Walker

Meridian, Mississippi
December 2, 2003



ATLAS ROOFING CORPORATION

July 15, 2003

Gregory Islas
2711 Elm Drive
Meridian, MS 39307

RE: *U.S. Patent CIP Application of THORNSBERRY et al*
Title: *THERMOSETTING PLASTIC FOAMS AND METHODS OF PRODUCTION THEREOF USING ADHESION ADDITIVES*
Ref. No. *2334-213*

Gregory:

Enclosed you will find copies of the following documents:

1. Letter from Nixon & Vanderhye P.C., dated July 9, 2003
2. Inventors Declaration for the above mentioned Patent Application
3. Assignment for Patent Application
4. Request for filing application under 37 C.F.R. 1.53(b)
5. U.S. Patent Application specifications, pages 1 - 14

Please review all documents enclosed. The Declaration and the Assignment requires your signature. If you have any questions contact me at (601) 481-1463.

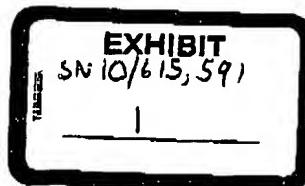
Sincerely,


Chrissie Walker
Administrative Assistant

Enclosure(s)

cc: Robert Blanpied

2564 VALLEY ROAD • MERIDIAN, MS 39307





ATLAS ROOFING CORPORATION

July 31, 2003

Gregory Islas
2711 Elm Drive
Meridian, MS 39307

RE: U.S. Patent CIP Application of THORNSBERRY et al
Title: THERMOSETTING PLASTIC FOAMS AND METHODS OF
PRODUCTION THEREOF USING ADHESION ADDITIVES
Ref. No. 2334-213

Gregory:

This is just a reminder for the before mentioned patent. Please reply to the letter dated July 15, 2003. The documents that were enclosed with the letter were for you to review. After reviewing those documents, if you have any questions you can reach me at 601-481-1463. Thanks for your cooperation.

Sincerely,

Chrissie Walker
Administrative Assistant

cc: Robert Blanpied
Andy McLaughlin



GREGORY ISLAS

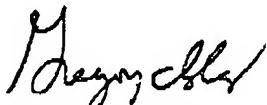
2711 Elm Drive
Meridian, MS 39307

August 5, 2003

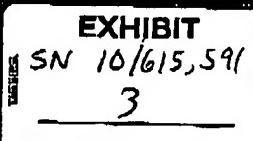
Chrissie:

I just wanted to inform you that I have not received the documents as of yet. I hope that this delay has not gotten you into any trouble. Since you had said that you were not assigned to this task, but that you were just getting a jump start on it, I did not see the need to call you at this time. I assumed that you were busy and didn't get a chance to get them sent out. Assuming that you sent the documents out on or around the date mentioned in the letter that I just received, this should have been plenty of time to receive it. Please resend it and double check the address before mailing. If you need to you can send it via certified mail, since it is not a good idea for anyone to personally deliver them nor for me to come there. Thank you for your cooperation and please give me the time necessary to review the material once I do receive it. Again, thank you and I hope that this hasn't caused you any trouble.

Sincerely,



Gregory Islas





ATLAS ROOFING CORPORATION

August 7, 2003

Gregory Islas
2711 Elm Drive
Meridian, MS 39307

RE: U.S. Patent CIP Application of THORNSBERRY et al
Title: THERMOSETTING PLASTIC FOAMS AND METHODS OF
PRODUCTION THEREOF USING ADHESION ADDITIVES
Ref. No. 2334-213

Gregory:

The enclosed information is what was in the original package that was mailed out on July 15, 2003. A copy of the letter that was also included in the original package has been included, so that you will know what documents were enclosed. Please review all information. If you have any questions you can reach me at 601-481-1463.

Thanks for letting me know that the original information that was dated July 15, 2003 was not received.

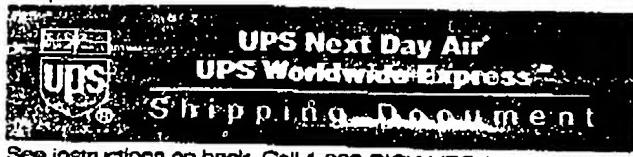
Sincerely,


Chrissie Walker
Administrative Assistant

cc: Robert Blanpied
Andy McLaughlin

2564 VALLEY ROAD • MERIDIAN, MS 39307





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Chrissie Walker TELEPHONE 601-481-1463

ATLAS ROOFING CORP

2564 VALLEY RD

MERIDIAN MS 39307 9401

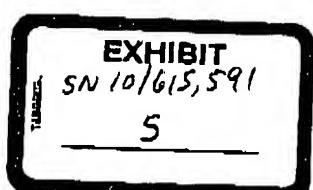
Gregory Isas (601-482-6894)

2711 Elm Drire Meridian, Ms 39307



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<input type="checkbox"/> <small>Second Day Air Delivery Guaranteed Delivery Priority Mail Delivery Guaranteed Delivery Priority Mail</small>		
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* Signature strains will be added.



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Tracking results provided by UPS: Sep 17, 2003 10:07 A.M. Eastern Time (USA)

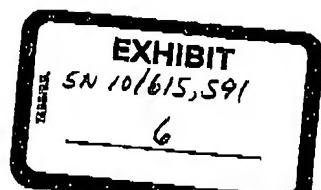
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ATLAS ROOFING CORPORATION

September 17, 2003

Gregory Islas
2711 Elm Drive
Meridian, MS 39307

RE: U.S. Patent CIP Application of THORNSBERRY et al
Title: THERMOSETTING PLASTIC FOAMS AND METHODS OF
PRODUCTION THEREOF USING ADHESION ADDITIVES
Ref. No. 2334-213

Gregory:

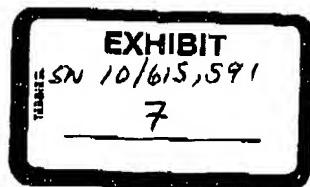
This is just a reminder for the before mentioned patent. If you have reviewed the information that was sent to you on August 7, 2003, please reply. I can be contacted at (601) 481-1463, if you have any questions.

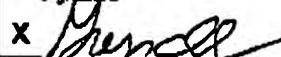
Sincerely,

Chrissie Walker
Administrative Assistant

cc: Robert Blanpied
Andy McLaughlin

2564 VALLEY ROAD • MERIDIAN, MS 39307



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature </p> <p><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery Gregor Tislar 9-20</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>E. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. </p> <p>F. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>1. Article Addressed to:</p> <p>Gregor Tislar 2711 Elm Drive Meridian, MS 39307</p>			
<p>2. Article Number (Transfer from service label)</p>		<p>7001 1940 0006 7185 2452</p>	

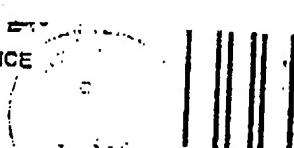
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Atlas Roofing Corp. R&D
2564 Valley Rd.
Meridian, MS 39307

EXHIBIT

EXHIBIT

8

GREGORY ISLAS

2711 Elm Drive
Meridian, MS 39307

September 23, 2003

Chrissie Walker
Atlas Roofing Corporation
2564 Valley Road
Meridian, MS 39307

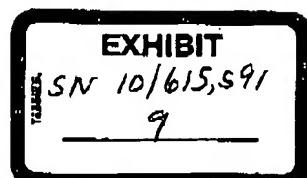
Chrissie:

I have reviewed the documents regarding the patent (Ref. No. 2334-213). After reviewing them I have decided that it would not be in my best interest to sign over my rights to the patent at this time. Since I did half of the work for the patent, which was all of the physical work, with James Thornsberry having intellectual input, I do not see fit to sign the patent rights over. Please forward to all of the parties involved. If you have any further questions or concerns please feel free to contact me in the way which I have requested in the past, through the mail.

Sincerely,



Gregory Islas



INTELLECTUAL PROPERTY AND
NON-DISCLOSURE AGREEMENT

This INTELLECTUAL PROPERTY AND NON-DISCLOSURE AGREEMENT (this "Agreement") is effective for all purposes and in all respects as of the first day of MAY, 1998, by and between Atlas Roofing Corporation (hereinafter referred to as "Atlas") and Gregory T. Iles (hereinafter referred to in the first person or as "Employee").

As a condition to, and in consideration of my employment with Atlas, I agree to the following:

1. PRIOR UNDERSTANDING

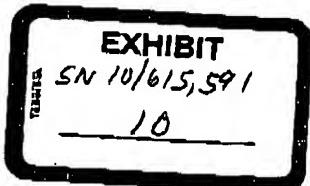
A. Except as fully disclosed in any attachment to this Agreement, I covenant that I am not presently a party to any prior agreement or understanding with a former employer or with any other persons or business or subject to any other legal restriction or obligation which would in any way prohibit, impede, or hinder my employment with or the performance of my duties in the course of my employment with Atlas.

B. As a matter of record, I attach hereto a complete list of all patents and copyrights (listing me as inventor or claimant, or in which I have an ownership interest) which were obtained prior to my employment by Atlas. I agree not to incorporate or cause to be incorporated any such patents or copyrights in any work performed for or on behalf of Atlas during employment with Atlas, nor will I assert against Atlas any such patents or copyrights so incorporated, without having first entered into a specific written agreement regarding such use by Atlas.

2. DISCLOSURE OF ATLAS INFORMATION

I understand that in the course of my employment with Atlas, I will be making use of, acquiring or adding to proprietary information of Atlas, including any information relating to Atlas' business, trade or industrial practices, trade secrets or Know-how, software programs, manuals, guides, customer and prospective customer lists and requirements and confidential documents or communications within Atlas which are not known to outsiders. I also understand that Atlas may have or may hereafter receive information and materials from third parties in confidence. I hereby covenant that I will not disclose any such confidential information for any purpose either during or after my employment with Atlas, except with Atlas' prior written consent or except to the extent necessary in the regular course of my employment with Atlas.

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09-01-89



3. PROPRIETARY INFORMATION

I further understand that all of the following information and materials, which are broadly defined as "Proprietary Information" belonging to Atlas, and shall be kept strictly confidential, even if not physically marked as such:

(a) Application, operating system, communication and other computer software, and all versions and options of same and all future products developed or derived therefrom;

(b) With respect to the software described in paragraph (a) above, all source and object codes, flowcharts, algorithms, coding sheets, compilers, assemblers, design concepts, routines and sub-routines, documents and manuals;

(c) Production processes, production techniques, formulae, materials utilized in production processes, and equipment utilized in production processes;

(d) Marketing techniques, mailing lists, purchasing information, price lists, pricing policies, quoting procedures, financial information, customer and prospect names and requirements, customer data, customer site information and other materials or information relating to the manner in which Atlas does business;

(e) Discoveries, concepts and ideas, whether or not protectable under the Patent and copyright laws, including, without limitation, the nature and results of research and development activities, technical information on product or program performance and reliability, processes, formulae, techniques, trade secrets, "know-how", source codes, object codes, designs, drawings, and specifications;

(f) All ideas which are derived from or related to my access to or knowledge of any of the above enumerated materials and information; and,

(g) Any information not in the public domain regarding the financial affairs of Atlas, its salary structure, its relationship with its customers, suppliers, and/or employees and such other information not in the public domain as may be helpful to its competitors or embarrassing to Atlas, its customers or employees.

4. INVENTIONS, DISCOVERIES, AND COPYRIGHTABLE WORKS

A. I will disclose and assign to Atlas all rights, titles, interest in any idea (whether or not patentable or

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09-01-89

protectable by copyright), designs, improvements, inventions, discoveries, and copyrightable works relating to the business of Atlas, which are made, authored, co-authored, first reduced to practice, devised or conceived by me or by me jointly with others during any period of employment with Atlas.. The foregoing obligation to disclose and assign to Atlas designs, improvements, inventions, discoveries, and copyrightable works shall apply whether or not they are authored, first reduced to practice, devised or conceived during regular working hours, or on Atlas premises, and/or at the expense of Atlas. I will disclose and assign to Atlas all designs, discoveries, improvements, inventions, improvements, and copyrightable works, whether or not relating to the business of Atlas, if an Atlas machine or other resources of Atlas property were used by me, or if said items were the result of efforts expended during the working hours for which I am compensated by Atlas.

B. I hereby agree that all copyrightable works relating to the business of Atlas which are created by me during any period of employment with Atlas shall be deemed as a work for hire. Should for any reason such work or works not be construed as a work for hire, then this Agreement shall operate as an assignment of all right, title, and interest in such work(s) to Atlas.

C. All such designs, improvements, inventions, discoveries, and copyrightable works shall remain Atlas property whether or not so disclosed or assigned and I will cooperate fully with Atlas during and after employment in accomplishing the intent of this provision. I agree to execute any instruments and to do all things reasonably requested by Atlas (both during and after employment with Atlas) in order to more fully vest in Atlas all ownership rights in those items transferred by me to Atlas, including the execution of all documents necessary in connection with the filing and assigning of patent applications.

D. I understand that no assignment to Atlas is required concerning any inventions for which no equipment, supplies, facility or trade secret information of Atlas was used and which was developed entirely on my own time and (1) which does not relate (a) directly to the business of Atlas or (b) to Atlas' actual or demonstrably anticipated research or development or (2) which does not result from any work performed by me for Atlas.

5. RETURN OF ATLAS PROPERTY

At Atlas' request, or upon termination of my employment with Atlas, I agree to turn over to Atlas all notes, data, tapes, lists, reference materials, sketches, drawings, memoranda, records, diaries, confidential information (including all

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09-01-89

Proprietary Information) and other documents which are in my possession or control belonging to Atlas or relating to the business of Atlas.

6. REMEDIES

I understand and agree that Atlas will suffer irreparable harm in the event that I breach any of my obligations under this Agreement and that monetary damages will be inadequate to compensate Atlas for such breach. Accordingly, I agree that, in the event of a breach or threatened breach by me of any of the provisions of this Agreement, Atlas, in addition to and not in limitation of any other rights, remedies, or damages available to Atlas at law or in equity, shall be entitled to a permanent injunction in order to prevent or to restrain any such breach by myself, or by my partners, agents, representatives, servants, employers, employees and/or any and all persons directly or indirectly acting for or with me.

7. ACCOUNTING

I covenant and agree that, if I shall violate any of my covenants or agreements under this Agreement, Atlas shall be entitled to an accounting and repayment of all profits, compensation, commissions, remunerations or benefits which I directly or indirectly have realized and/or may realize as a result of, growing out of or in connection with any such violation; such remedy shall be in addition to and not in limitation of any injunctive relief or other rights or remedies to which Atlas is or may be entitled at law, equity or under this Agreement.

8. REASONABleness OF RESTRICTIONS

I have carefully read and considered the provisions of this Agreement and, having done so, agree that the restrictions set forth therein are fair and reasonable and are reasonably required for the protection of the interests of Atlas, its officers, directors, employees, and customers. In the event that, notwithstanding the foregoing, any part of the covenants set forth herein shall be held to be invalid and unenforceable, the remaining parts of this Agreement shall nevertheless continue to be valid and enforceable as though the invalid and unenforceable parts had not been included herein.

9. BINDING EFFECT

This Agreement shall be binding upon, and shall inure to the benefit of, Atlas and myself, and to our respective heirs, personal and legal representatives, and, in the case of Atlas, its successors and assigns.

ATLAS IP/ND AGMT
09-01-89

10. ATLAS

As used herein, the term "Atlas" shall also include any corporation which is at any time the parent or subsidiary of Atlas, or any corporation or entity which is an affiliate of Atlas by virtue of common (although not identical) ownership, and for which I am providing services in any form during my employment with Atlas or any such other corporation or entity.

11. NOTICE

Any notice required to be given hereunder shall be sufficient if in writing, and sent by certified or registered mail, return receipt requested, first-class postage prepaid, in the case of myself, to my address as shown in Atlas records, and in the case of Atlas, to its principal office.

12. ENTIRE AGREEMENT

This Agreement contains the entire agreement and understandings by and between Atlas and myself with respect to the covenants and agreements herein described, and no representations, promises, agreements or understandings, written or oral, not herein contained, shall be of any force or effect. Nothing contained in this Agreement shall be deemed or construed to constitute an agreement by Atlas to employ me. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the parties hereto. No waiver of this Agreement shall be valid unless in writing and signed by the party against whom such waiver is sought to be enforced; moreover, no valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such time nor will it be deemed a valid waiver of such provision at any other time.

IN WITNESS WHEREOF, Atlas and I have duly executed this Agreement as of the day and year first written above.

EMPLOYEE

By: Gregory Islas
Employee Signature

Printed Name: Gregory Islas

ATLAS IP/ND AGMT
09-01-89

Re: Please
call to
submit
signature

ATLAS ROOFING CORPORATION

By: Sill Hunter

Printed Name: Sill Hunter
Title: Benefits Admin.

I-HAB SALES
This shall